



County of San Bernardino

F A S

STANDARD CONTRACT

FOR COUNTY USE ONLY

<input checked="" type="checkbox"/> New <input type="checkbox"/> Change <input type="checkbox"/> Cancel	Vendor Code <b>YWCAOFT070</b>		<b>SC</b>	Dept. <b>JOB</b>	<b>A</b>	Contract Number	
County Department <b>Jobs and Employment Services</b>				Dept. <b>JOB</b>	Orgn.	Contractor's License No. <b>NA</b>	
County Department Contract Representative <b>Barbara Halsey, Interim Director</b>				Telephone <b>433-3300</b>		Total Contract Amount <b>\$100,000</b>	
Contract Type <input type="checkbox"/> Revenue <input checked="" type="checkbox"/> Encumbered <input type="checkbox"/> Unencumbered <input type="checkbox"/> Other:							
If not encumbered or revenue contract type, provide reason:							
Commodity Code		Contract Start Date <b>August 1, 2003</b>		Contract End Date <b>June 30, 2005</b>		Original Amount <b>\$100,000</b>	
Fund <b>SAC</b>	Dept. <b>JOB</b>	Organization <b>YTH0</b>	Appr. <b>300</b>	Obj/Rev Source <b>3900</b>	GRC/PROJ/JOB No.		Amount
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.		Amount
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.		Amount
Project Name				Estimated Payment Total by Fiscal Year			
				FY	Amount	I/D	
				<b>03-04</b>	<b>\$77,773</b>		
<b>Title I WIA Youth Program</b>				<b>04-05</b>	<b>\$22,227</b>		
<b>Contract Type I</b>							

THIS CONTRACT is entered into in the State of California by and between the County of San Bernardino, hereinafter called the County, and

Name

YWCA of the West End

hereinafter called Contractor

Address

218 West E St

Ontario, CA 91762

Telephone

(909) 983 9922

Federal ID No. or Social Security No.

95-2256070

IT IS HEREBY AGREED AS FOLLOWS:

**WHEREAS**, The County desires to provide services and training at YWCA of the West End for eligible students enrolled;

**WHEREAS**, County has been allocated funds under the Title I Youth Program to provide such services;

**WHEREAS**, County finds YWCA of the West End qualified to provide Title I WIA youth services;

**WHEREAS**, County desires that such services be provided by Contractor and Contractor agrees to perform these services as set forth below;

**NOW THEREFORE**, County and Contractor mutually agree to the following terms and conditions:

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**I. CONTRACT SPECIFICATIONS**

A. The contract representatives are:

1. Contract Administrator: Workforce Investment Business Resource Office  
Representative Linda G. Foster, Administrative Services Manager  
Address 215 North D St, Suite 201, San Bernardino CA 92415  
Phone Number (909) 381-7908  
Fax Number: (909) 381-7995
2. Contract Office Workforce Investment Business Resource Office  
Representative Beverly Wilson, Employment Services Manager  
Address 215 North "D" Street, Suite 201, San Bernardino CA 92415  
Phone Number (909) 381-7906  
Fax Number (909) 381-7995
3. Service Provider **AND** YWCA of the West End  
Representative Sue Smith  
Administrative Office 218 West E Street, Ontario CA 91762  
Mailing Address 218 West E Street, Ontario CA 91762  
Phone Number (909) 983 9922  
Fax Number (909) 983 9923  
Federal ID # 95-2256070 State ID # 910-14159

B. Contract Number:

C. Contract Type: Cost Reimbursement

D. Contract Amount: \$100,000

WIA Youth Participant Services	\$100,000	Max Amt for Admin Costs	\$10,000
WIA Program Services <sup>1</sup>	\$77,773	WIA Follow-up Svcs <sup>2</sup>	\$22,227

E. Funding Source: Title I Workforce Investment Act

F. Training Sites

Name of Agency	Address	Telephone No.	Contact Person
Chaffey College	5885 Haven – Rancho	942 2129	Mick Dixon
Chino Chamber of Commerce	13134 Central Ave	627 6177	

<sup>1</sup> Must be spent by June 30, 2004

<sup>2</sup> Must be spent by June 30, 2005



Name of Agency	Address	Telephone No.	Contact Person
EDD Ontario	2314 South Mountain Ave	458 1650	Pam Clark
LeHigh Elementary	10200 Lehigh St Montclair	455 1600	Mary Garcia
Mission Elementary	5555 Howard St, Ontario	627 3010	Sarah Whitmore
Salvation Army	1412 S Euclid, Ontario	986 6748	Lorraine Spences
Serrano Middle School	4725 San Jose, Montclair	445 1804	Geneva Nudd
Law Office of Sandra Castro	611 N Euclid, Ontario	986 4462	Sandra Castro
Family Solutions	214 West E St, Ontario	986 1332`	Ana Rivera
Social Security Admin	1533 E Holt Ontario	986 2344	Ann McClain
Upland Library	450 N Euclid, Upland	931 4215	Penny Garris
Montclair Chamber	5220 Benito, Montclair	445 1804	Betty Traister
Ontario/Montclair YMCA	215 West C St	986 5847	Gino / Linda Curtis
Montclair Library	9955 Fremont St Montclair	626 8432	Trish Templin
Montclair Rec Center	5111 Benito St, Montclair	445 1804	Geneva Nudd
PAL Center	221 W California St Ontario	395 9616	Ed Hernandez
Sweet Peas	126 W B St Ontario	984 7714	Laurie Rose

- G. The Service Provider shall operate a County of San Bernardino Workforce Investment Act (WIA) program in accordance with the Contract policy as approved by the Youth Council, Local Workforce Investment Board (LWIB), and the San Bernardino County Board of Supervisors and as set forth in the Jobs and Employment Services Department (JESD) Youth Program Request for Proposal (RFP) PY 2003 – 2005, which is incorporated herein by this reference.
- H. This Contract, consisting of 29 total pages, is the full and complete document describing services to be rendered by Service Provider to JESD, including all covenants, conditions, and benefits.
- I. No alteration or variation of the terms of this Contract shall be valid, unless made in writing, and signed by the parties hereto. Any oral understanding or agreement not incorporated herein shall not be binding on the parties hereto. Only authorized representatives of both parties shall sign any modifications, alterations or variations made.

## II. TERM OF CONTRACT

- A. Contract Period: The term of this contract shall commence on August 1, 2003 and end on June 30, 2005, unless otherwise indicated by a formal notice or amendment.
- B. Program and Follow-up Period: Training activities and enrollment shall occur during the first year of the contract, which runs from August 1, 2003 to June 30, 2004. The second year of the contract, which runs July 1, 2004 to June 30, 2005, shall consist of follow-up services, unless otherwise indicated by a formal notice or amendment.
- C. Either party may terminate this Contract, without cause, upon giving the other party at least thirty (30) calendar days' advance notice of the termination. The Associate County Administrator, Economic Development and Public Services Group, is authorized to exercise the County's rights with respect to any termination of this Contract.

## III. DEFINITIONS

- A. Administrative Costs The costs of administration that are necessary and allowable. These expenses are usually associated with the overall management and administration of the WIA program and are not directly related to the services provided to the participant.
- B. Allowable Costs The necessary and reasonable costs incurred in operating a WIA program that are allocable to the corresponding expense categories.

C. <u>Basic Skills Deficient</u>	An individual who has English, reading, writing or computing skills at or below the 8 <sup>th</sup> grade level on a generally-accepted standardized test or a comparable score on a criterion-referenced test.
D. <u>Community Based Organization</u>	A private non-profit organization that is representative of a community or a significant segment of a community.
E. <u>Contractor</u>	An organization selected to enter into an agreement with the County to provide WIA youth services pursuant to this contract, and assume the other responsibilities delineated under "Contractor Responsibilities."
E. <u>Cost Allocation Methodology</u>	The distribution of allowable costs to the benefiting/funded program(s) and cost categories using reasonable and equitable distribution methods.
F. <u>Deficient in Basic Literacy Skills</u>	Computes or solves problems, reads, writes, or speaks English at or below the 8 <sup>th</sup> grade level or is unable to compute or solve problems, read, write, or speak English at a level necessary to function on the job, in the individual's family, or in society.
G. <u>Disability</u>	A physical or mental condition or a learning disorder that constitutes or results in a <u>substantial</u> handicap to employment.
H. <u>Eligibility Determination</u>	The process of gathering and analyzing data to determine whether an applicant <u>meets the criteria which would allow him or her to participate in the program</u> . Examples of WIA eligibility criteria are found in 20 CFR §664.200, 664.220, and 664.250.
I. <u>Funding Period</u>	The period of time when WIA funds are available for expenditure.
J. <u>Homeless</u>	Lacks a fixed, regular, adequate night residence.
K. <u>In-School Youth</u>	Individuals who are 14 through 21 years of age and are currently attending school.
L. <u>Individual Service Strategy (ISS)</u>	An individual plan that shall identify an employment goal (including, in appropriate circumstances, nontraditional employment), appropriate achievement objectives, and appropriate services for the participant, taking into account the objective assessment.
M. <u>Local Education Agency (LEA)</u>	A board of education or other legally constituted local school authority having administrative control and direction of public elementary or secondary schools in a city, county, township, school district or political subdivision in a State, or any other public educational institution or agency having administrative control and direction of a vocational education program.
N. <u>Local Workforce Delivery Area</u>	A geographical area within the State designated by the Governor in accordance with WIA guidelines.
O. <u>Offender</u>	An individual who has been subject to any stage of the criminal justice process or who requires assistance in overcoming barriers to employment resulting from a record of arrest or conviction.
P. <u>Out of School Youth</u>	An individual who is a school dropout or is an eligible youth, who has either graduated from high school or holds a GED, but is basic skills deficient, unemployed, or underemployed. Note: Youth attending alternative schools and/or adult schools are not considered out of school youth.
Q. <u>Performance Standards</u>	Represents the core measures of performance for employment and training activities. These standards apply to adult, dislocated worker, and youth programs. There are a total of seven (7) core measures that apply to the youth programs and two (2) measures

- of customer satisfaction. These measures do not apply to customers who receive only self-service and informational services.
- R. School Dropout An individual not attending school and who has not received a secondary school diploma or its recognized equivalent.
- S. Service Provider A public agency, private nonprofit organization, or private-for-profit entity that delivers educational, training, employment or supportive services to WIA participants.
- T. Subrecipient A legal entity to which a subgrant is awarded and which is accountable to the recipient (or higher tier subrecipient) for the use of the funds provided.
- U. Supportive Services Services, which are necessary to enable a participant who cannot afford to pay for such services, to participate in a training program. Payment may be provided for transportation, childcare, healthcare, and other reasonable expenses required for participation in the training program and may be provided in-kind or through cash assistance.
- V. TANF Temporary Assistance to Needy Families, formerly known as AFDC.
- W. Training Authorized services and activities as specified and referenced in this contract.
- X. Workforce Investment Act (WIA) Signed into law on August 7, 1998, this law replaces the former Job Training Partnership Act (JTPA). WIA reforms Federal job training programs and mandates more comprehensive activities and training programs.

#### IV. SERVICE PROVIDER SCOPE OF WORK

- A. **Scope of Work**  
The Service Provider agrees to maintain the ability to serve and enroll 25 WIA Title I Youth Program participants and provide them with the necessary ten (10) Program Elements and other applicable services. The Service Provider agrees to meet or exceed the performance requirements as stated in Section VII (A) of the contract. The Service Provider understands and agrees that this contract shall not be construed as an obligation on the part of the County to refer participants. The Service Provider stipulates that it is capable and willing to provide services and training to program participants.
- B. **Contracted Services**  
The purpose of this contract is to provide one year of program and one year of follow-up services that provide year-round assistance to youth ages 14-21 that will improve long-term employability and enhance academic and occupational learning, leadership development skills, educational advancement and employment preparation.
- C. **Program Elements**  
Service Provider shall administer the following services to program participants:
1. **Academic Enhancement Skills**  
The Contractor will provide classes through linkages in General Education Diploma (GED) preparation, remedial education and literacy training, tutoring and study skills training. This program element will also offer literacy training and English as a Second Language instruction.  
  
Services to In School Youth (ISY) and Out of School Youth (OSY) will be designed to aid youth in raising their reading and math levels and in completing secondary school. **All youth will receive this service.**  
  
Youth may receive stipends for successful completion of the above activities.

## 2. Alternative Secondary School Services

Youth will be encouraged to enroll in their local school; however, many youth are unable to enroll in their local school and will be enrolled in our charter school or referred to an alternative secondary school. Youth, who have previous high school credits, can be enrolled in a charter school.

This element is offered as a point of re-entry for school dropouts and to keep youth, who are in danger of dropping out of regular school, in the school environment.

**NOTE: Students attending alternative secondary schools are not considered “out-of-school” youth for the purpose of determining eligibility to the WIA Youth program.**

## 3. Summer Opportunities

The agency will provide workshops, job shadowing, life skills, basic skills and work readiness training.

Youth may receive stipends and certificates for successful completion of training components.

Wages will **not be paid** for participation in activities through the Summer Opportunity element. Youth may receive a stipend and/or certificates for successful completion of activities.

## 4. Paid and Unpaid Work Experience

Paid and unpaid work experience sites will be developed in the private, non-profit or public sectors.

**This activity is only for Youth aged 17 through 21.**

Work Experience is a planned, structured learning experience that takes place at a workplace/worksites for a limited period of time. Youth should acquire the skills, personal attributes, and knowledge needed to get and keep a job.

Each worksite supervisor will be given a Supervisor's Orientation package to inform them of the WIA goals and objectives. The worksite supervisor and youth will sign a Worksite Training Agreement, outlining the specific job skills the participants are to be trained in. Worksite Supervisors will provide youth effective training and entry-level employment skills for entrance into the job market, based on their assessment results or personal choice.

The outcome of this activity is the placement of the youth into unsubsidized employment.

## 5. Occupational Skills Training

The agency will provide youth enrolled in the WIA Youth program with computer and accounting programs, adult education, ROP, and community colleges for a variety of certificate training programs.

Upon completion, the youth will receive the applicable certificate, competencies, or skills recognized by employers.

Additional training may be offered that leads to additional skills or competencies recognized by employers.

## 6. Leadership Development Opportunities

Exposure to post-secondary educational opportunities, community and services learning projects, peer mentoring, organization and teamwork training, decision-making, citizenship training in areas such as life skills, budgeting and parenting, social responsibilities (including the preventions of out of wedlock pregnancies), and positive social behaviors, to include maintaining a healthy lifestyle (including being alcohol and drug-free), positive attitude development, self-esteem building, cultural diversity, work simulation activities and other soft skills training.

#### 7. Supportive Services

Services such as transportation, linkages to community services and assistance with other needs-related payments that are necessary to enable an individual to participate in activities authorized under WIA. These services will be offered to ISY and OSY, based on the participant's ISS plan.

#### 8. Adult Mentoring

YWCA's mentoring program consists of peer, adult, community and educational mentoring. Each form of mentoring will help to build a youth's self-confidence, self-esteem and bring into focus their goals for future success. YWCA will hold support and training sessions each month to coach our mentors. They commit to one or more of the following activities: regular phone calls, service club meetings, community events, business lunches, or job shadowing. Monthly support meetings are held for mentors, which provide training.

Adult mentoring must be for the duration of at least 12 months, and may occur both during and after the program and follow-up year. Mentors must be carefully trained in working effectively and compassionately with young people, providing age-appropriate activities that follow sound youth development principles.

#### 9. Follow-up Services

Tracking and follow-up services will include personal contacts and continuous services for a twelve-month period after completion of the formal training program. Services are performed on a monthly basis (more often, if necessary) to monitor participants (including case management, supportive services, employment assistance, academic assistance, counseling, etc.). Thirty (30), sixty (60), ninety (90) day and subsequent quarterly follow-up reports will be sent to the County.

Follow-up services will also include the Employability Enhancement class and Job Club.

**Paid Work Experience will not be part of follow-up activities or services.**

**Tracking and follow-up services will be offered to ISY and OSY for a minimum of one year.**

#### 10. Comprehensive Guidance and Counseling Services

Academic employment and personal needs guidance and counseling to address the various life issues of youth. Depending on needs of the youth, counseling is handled in-house or youth are referred to the appropriate outside agencies with expertise in addressing more severe needs.

#### D. Geographical Areas (Please check the areas that you plan to serve).

West Valley	East Valley	Central Valley	High/Low Desert	
<input checked="" type="checkbox"/> Ontario	<input type="checkbox"/> Redlands	<input type="checkbox"/> San Bernardino	<input type="checkbox"/> Victorville	<input type="checkbox"/> Hesperia
<input checked="" type="checkbox"/> Rancho Cucamonga	<input type="checkbox"/> Highland	<input type="checkbox"/> Colton	<input type="checkbox"/> Barstow	<input type="checkbox"/> Adelanto
<input checked="" type="checkbox"/> Upland	<input type="checkbox"/> Crestline	<input type="checkbox"/> Rialto	<input type="checkbox"/> Yucca Valley	<input type="checkbox"/> Needles
<input checked="" type="checkbox"/> Chino	<input type="checkbox"/> Big Bear	<input checked="" type="checkbox"/> Fontana	<input type="checkbox"/> Apple Valley	
	<input type="checkbox"/> Yucaipa	<input type="checkbox"/> Bloomington	<input type="checkbox"/> Lucerne Valley	

#### E. Youth Service Plan (Populations that service provider will serve).

Category	Number to be Served (PY 03-05)
Youth ages 14-18	7
Youth ages 19-21	18
Out-of-School Youth	18
In-School Youth	7
Homeless	0
Runaway	1

Category	Number to be Served (PY 03-05)
Foster Child	4
Pregnant and/or Parenting	2
Offender	3
Deficient in Basic Literacy Skills	25
Youth with Disability	1
Basic Skills Deficient	25
Five (5%) Window (not income eligible)	1

F. **Youth Enrollment Plan**

**All youth to be served must be enrolled by October 31, 2003.**

V. **SERVICE PROVIDER RESPONSIBILITIES**

A. **Conditions**

1. The Service Provider agrees to the terms and conditions cited under WIA and Department of Labor legislation and regulations.
2. All individuals enrolled by the Service Provider shall meet the WIA Title I Youth eligibility criteria as established and mandated by the Workforce Investment Act of 1998 and the Youth Council. Individuals must be San Bernardino County residents, (excluding the City of San Bernardino), and must be between the ages of 14-21 years old and deficient in basic literacy skills.
3. The Service Provider may enroll more than the number of participants specified in the Contract if there are sufficient contract funds in the Service Provider's budget available to serve additional participants. This requires advance approval by the JESD Contracts staff.
4. The Service Provider shall administer the designated Program Elements in accordance with the Youth Program Request for Proposal (RFP) and contract policy as approved by the Youth Council, Local Workforce Investment Board, County Board of Supervisors and JESD.
5. All individuals, who are under the age of 18 years old and are school dropouts, must enroll in and attend a school, high school equivalency program or alternative course of study approved by the LEA.
6. Seventy percent (70%) of funds awarded under this contract must be used to serve Out of School Youth. The number of Out of School Youth to serve must correlate with the seventy percent (70%) of funds awarded for the Out of School Youth.
7. Five percent (5%) of the total participants served may be non-income eligible. These are individuals who do not meet the income criterion for eligible youth, if such individuals are within one or more of the following categories: school dropout, basic skills deficient, below current grade level, pregnant or parenting, possesses a disability, homeless, runaway, offender, or faces serious barriers to employment as identified by the Local Workforce Investment Board. Ref. WIA §129 (c) 5.
8. Participation in the training activities shall be for a reasonable length of time, based on the needs of the participant, and shall be documented in the ISS.
9. Service Provider agrees that subcontractors with responsibility for providing direct services to participants, as well as the service provider, will attend conferences, seminars, and/or meetings in order to remain updated on Youth Program developments and policies.
10. Service Provider agrees to enroll all eligible youth in the first year of the contract, which runs from August 1, 2003 to June 30, 2004. All youth must be enrolled by October 31, 2003. The second year of the contract, which runs from July 1, 2004 to June 30, 2005, will consist of follow-up services.

11. Service Provider shall develop, implement, and maintain written programmatic and fiscal procedures covering all aspects of the services provided under its program.
12. Service Provider shall ensure that staff size is appropriate for the number of participants enrolled.

**B. Program Activities / Services**

The Service Provider shall:

1. Conduct Outreach and Recruitment for all Youth Program participants.
2. Determine eligibility for all program participants by collecting, reviewing and retaining all documentation for JESD review and final approval. Selection criteria and processes must be established and utilized to determine that special consideration is given so that youth in target groups, such as, but not limited to, foster care youth, school dropouts, pregnant and parenting youth and offenders are selected for enrollment in the program.
3. Provide to JESD by the 10<sup>th</sup> day of the following month, but no later than 14 days after the participant's eligibility review, copies of all the required WIA eligibility forms and supporting documentation.
4. Provide each youth with an Objective Assessment of his/her academic skills, skills levels and service needs, which shall include a review of basic skills, occupational skills, work readiness skills, employability, interests, aptitudes (including interest and aptitudes for nontraditional jobs), supportive service needs and developmental needs.
5. Initially develop with each youth participant an Individual Service Strategy (ISS) Plan that will reflect and utilize the information obtained from the Objective Assessment. Additionally, the ISS shall identify the primary educational and employment goals and describe the training activities the youth will receive to achieve those goals. Whenever the training activities change, the Service Provider shall update the ISS to reflect those changes.
6. Provide comprehensive case management services to program participants.
7. Maintain on file, all pretesting and posttesting documentation, grade reports, test scores, documents showing skills competencies acquired, certificates of completions issued, State-certified licenses, credentials, diplomas, etc.
8. At the beginning of the program year, a portfolio for each youth participant will be developed. Throughout the program year, the portfolio will be updated to include the youth's program achievements. The portfolio may include, but is not limited to, program accomplishments, acquired skills, certificates and resumes. When the youth exits the program, the portfolio shall be given to them.
9. Have and maintain the capability to provide program services covering all ten (10) of the required program elements. Each youth participant shall receive program services covering the program elements that have been identified through the objective assessment and listed on the individual's ISS. According to the ISS, the program elements may be provided one at a time or in any combination.
10. Provide preparation for post-secondary educational opportunities, as appropriate.
11. Provide strong linkages between academic and occupational learning to all youth program participants.
12. Provide preparation for unsubsidized employment opportunities and facilitate intermediaries with strong links to the job market and local and regional employers.
13. Develop a Worksite Agreement (WSA) for all participants enrolled in paid work-based activities. WSAs must be signed by the participant, Service Provider and the Worksite Operator. The Service Provider shall maintain, on file, a copy of the WSA among these parties, with one (1) copy forwarded to JESD, and one (1) copy each given to the Worksite Supervisor and the participant.
14. The Service Provider and its linking agencies shall monitor and maintain daily attendance. At a minimum, participant's progress must be monitored and documented monthly.

15. Provide twelve (12) months of follow-up services to the youth after s/he exits the program. The type of follow-up services provided and the duration of the services will be based upon the needs of the individual. The Service Provider, whenever possible, will meet with the youth to determine what follow-up services are needed. At a minimum, from the exit date of the youth from program services, follow-up contact and applicable services must be provided at the 30<sup>th</sup> and 60<sup>th</sup> day, and the first, second, third, and fourth quarters.
16. Ensure that eligible applicants, who do not meet the requirements of the Service Provider's particular training program, or applicants who cannot be served, shall be referred to the local One Stop for further assessment, if necessary, and/or referred to other appropriate training programs available within the Local Workforce Investment Area (LWIA).

**C. Payment of Benefits and Wages**

1. When applicable, individuals employed in activities authorized under this Contract shall be paid wages which shall not be less than the highest of the following: (a) the minimum wage under Section 6 (a)(1) of the Fair Labor Standard Act of 1938; (b) the minimum wage under the applicable State or local minimum wage law; or (c) the prevailing rates of pay for individuals employed in similar occupations by the same employer.
2. A trainee shall receive no compensation for employment activities in which the trainee fails to participate.
3. Fringe benefits, which are paid on behalf of participants in Summer Employment Opportunities and Paid Work Experience, shall include, but are not limited to, FICA and Workers' Compensation Insurance Coverage. However, no funds can be paid on behalf of the participant's portion of retirement benefits.

**D. Subcontracts / Linkages**

1. Service Provider agrees not to enter into any sub-agreements for work contemplated under this Contract without first obtaining written approval from JESD. Any Subcontractor and/or linking agency shall be subject to the same provisions as the Service Provider. Service Provider shall be fully responsible for the performance of any subcontractor/linkage.
2. Service Provider, using another party to provide services under this Contract, shall document such services with a Formalized Agreement. The Service Provider shall develop written agreement formats that shall include, but are not limited to, the following requirements:
  - Compliance with the Workforce Investment Act (WIA) and its regulations.
  - Stipulation to hold the County harmless as a result of subcontracting.
  - Statement of training and other applicable services to be offered by the subcontractor.
  - Indemnification and Insurance requirements imposed on the subcontractor.
  - Method of payment to subcontractors.
3. Service Provider is responsible for monitoring its off-site WIA program activities. Service Provider's staff shall make a written record of their findings and share them with the appropriate agency staff. Copies of the findings must be available for review by the County. The Service Provider is responsible for developing its own monitoring guide and for documenting visits made by its staff.
4. Copies of all Formalized Agreements must be forwarded to the County prior to contract execution. The Service Provider acknowledges the requirements and agrees to furnish such agreements as a condition to receiving payment.
5. The Service Provider shall provide written notification to the County of any default, termination, or findings of disallowed costs under these formalized agreements. This written notification will be submitted within five (5) working days from the date the Service Provider realized the breach of the formalized agreement(s).



E. **Internal Management**

1. By the end of the first quarter of the Program Year, the Service Provider is required to have one hundred percent (100%) of their contracted youth enrolled. Failure to meet this requirement may result in funds being recaptured, in part or in total, for program year funds.
2. The Service Provider will be required to expend contract funds at a rate of twenty-five percent (25%) per quarter. Contractors will need to track their expenditures carefully to ensure this requirement is met, as well as the seventy percent (70%) expenditure rate for services to the out of school youth. The Service Provider, who does not meet the twenty-five percent (25%) expenditure rate, will be subject to the recapture of program year funds. The County reserves the right to request full justification for expenditures which exceed the twenty-five percent (25%) quarterly expenditure rate.
3. Performance data on participant enrollments and exits will be provided by JESD to the Service Providers on a monthly basis. Service Providers will be responsible for review and validation of the reported information. Any variance in the data must be supported by documentation and submitted to JESD within ten (10) days of receipt of report.

F. **Failure to Perform**

The Service Provider assumes full responsibility for performance of this Contract and any sub agreements executed pursuant to or funded by this Contract, and hereby agrees to indemnify the County for the failure, or non-performance or default of any of its subcontractors. Further, the Service Provider assumes full liability and agrees to reimburse the County for the Service Provider's or any of the subcontractor's failure to comply with any term, condition of the WIA Act, Rules and Regulations, or this Contract.

G. **Non-Duplication of Service**

1. Funds provided under this Contract shall only be used for activities that are in addition to those which would otherwise be available in the service delivery area in the absence of such funds.
2. Funds provided under this Contract shall not be used to duplicate facilities or services available in the area (with or without reimbursement) from Federal, State or local County sources, unless the plan establishes that alternative services or facilities would be more effective or more likely to achieve performance goals.
3. All education programs for youth, supported with funds provided under Title I, shall be consistent with applicable State and local educational standards. In addition, the standards and procedures, with respect to the awarding of academic credit and certifying educational attainment in programs under Title I, shall be consistent with the requirements of applicable State and local laws and regulations.
4. The Lead Agency and its respective linking agencies and/or subcontractors must ensure that youth program services are not duplicated.

VI. **COUNTY RESPONSIBILITIES**

The County shall:

- A. Work closely with Service Provider's staff to ensure that youth program participants receive the assistance they need to be successful in their program.
- B. Review the Service Provider's program performance on a quarterly basis. This will allow for timely technical assistance and/or other action, as necessary, to occur.
- C. Review and make final determination of WIA eligibility.
- D. Provide literature and/or personnel, as appropriate, to orient program participants about the One Stop programs and services.

## **VII. PERFORMANCE REQUIREMENTS**

### **A. Program Performance**

1. Each Service Provider must operate their respective program to meet the WIA Title I Youth Core Measures of Performance and the Performance Rates that have been established. These measures and rates are as follows:

#### **Youth ages 14-18 (including Out-of-School Youth)**

- Rate of attainment of basic skills or occupational skills – Ninety percent (90%) Performance Rate
- Rate of attainment of high school diploma or equivalent – Sixty percent (60%) Performance Rate
- Rate of retention in post-secondary education, advanced training or employment – Forty-four point seven percent (44.7%) Performance Rate
- Index of customer satisfaction – A single customer satisfaction measure for both youth and employers working with youth will be used.

#### **Youth ages 19-21 (including Out-of-School Youth)**

- Entered employment rate – Seventy-three point sixty-nine percent (73.69%) Performance Rate
  - Employment retention rate – Seventy-four point eight percent (74.08%) Performance Rate
  - Average change in earnings – \$2,720 in six months' Performance Rate
  - Rate of attainment of skills credential – Fifty-five percent (55%) Performance Rate
  - Index of customer satisfaction – A single customer satisfaction measure for both youth and employers working with youth will be used.
2. WIA records at JESD shall be used by the County to substantiate the Service Provider's performance. The County shall provide the Service Provider with WIA Client Status Rosters for data reconciliation.

### **B. Performance Review and Evaluation**

1. To ensure effective utilization of WIA funds, the Service Provider's performance shall be reviewed and evaluated by the County on a periodic basis to determine if the performance requirements are being met and whether the budgeted funds will be fully expended within the term of this Contract. Depending on the outcomes of the review, funds originally provided to the Service Provider may be treated as follows:

De-obligation: The County retains the option to de-obligate funds, in part or in full, when the review indicates that funds were over-allocated, based upon the projected performance to be achieved by the Service Provider, or under expended in the thirty percent (30%) required expenditures for the out-of-school youth, or the Service Provider is not able to fully expend the total funds within the term of the Contract.

Re-obligation: The County retains the option to add funds into the Contract when the review indicates the Service Provider may exceed the performance requirements, and where the expenses, as a result of the over-achievement, may exceed the amount originally allocated. However, an amendment to the Contract to add funds is subject to the availability of WIA funds received by the County.

2. The Service Provider shall agree and comply with the review and evaluation above. A notice will be given to the Service Provider, and a non-reply, within a specified timeframe indicated in the notice, will be interpreted as a concurring response to the actions taken by the County.

### **C. Correction of Performance Deficiencies and Termination**

1. Failure by the Service Provider to comply with any of the provisions, covenants, requirements, or conditions of this Contract shall be a material breach of this Contract. In such event, the County may, immediately terminate this Contract and take legal action

and any other remedies available in law, in equity, or otherwise specified in this Contract to recover compensation.

2. If the contract is not otherwise terminated, the County may:
  - a. Serve a Notice of Intent to revoke approval of the Contract. In the absence of an appeal to the County, the revocation will become effective thirty (30) calendar days after issuance of the notice; and/or,
  - b. Afford Service Provider a time period within which to cure the breach. This period shall be established at the sole discretion of JESD; and/or,
  - c. Discontinue reimbursement to Service Provider for and during the period in which Service Provider is in breach. The Service Provider shall not be entitled to later recovery; and/or,
  - d. Withhold funds during the duration of the breach; and/or,
  - e. Offset against any monies billed by the Service Provider, but yet unpaid by the County, those monies disallowed; and/or,
  - f. Impose liquidated damages, in increments of \$5,000, which will reduce the total reimbursable amount of the Contract by the amount(s) levied and not claimable by Service Provider. This remedy shall only be used when reasonable efforts to correct a performance or violation deficiency have failed to correct the problem, or in circumstances of unacceptable or negligent performance of Service Provider as determined by County. There is no limit to the number of adjustments the County may levy.
3. County shall give Service Provider notice of any action pursuant to this subdivision. Notice shall be effective when given.

**D. Contract Termination**

1. Upon termination of the contract, Contractor will only be reimbursed for amounts properly expended prior to the date of termination. Contractor will not be reimbursed for costs incurred after the date of termination. All property purchased, documents, data, studies, reports and records prepared by the Service Provider under this contract, and any property transferred from previous programs, including programs under CETA and/or JTPA, shall be returned to the County or disposed of, according to County's instructions.
2. In the event the Service Provider goes out of existence, copies of all records relating to the projects or activities that are the subject of this contract shall be furnished to the County.
3. The County may unilaterally terminate this Contract, upon written notice at such time and to such extent as funds are suspended or not made available to the County by the U.S. Department of Labor or the California Employment Development Department. In the event of such termination, the Service Provider will be paid, up to the date of termination, for any amount that is properly expended by the Service Provider as a result of the performance under this Contract.

**VIII. COMPLAINT AND GRIEVANCE PROCEDURES**

- A. The Service Provider shall develop and maintain procedures to be used for resolving complaints with regard to terms and conditions of the participant's training or other applicable services and/or complaints/grievances arising in connection with JESD programs and activities. A minimum of two staff will be required to be involved with the complaints and grievance process. The procedures must include these steps:

Action:	Timetable for Resolution:
Complaint/grievance identified verbally and discussed by participants with:  WIA Program Coordinator	Same day or within 24 hours maximum. If not resolved, go to next step.

Action:	Timetable for Resolution:
Complaint/grievance identified in writing and discussed with: Executive Director	Same day or within 3 days maximum. If not resolved, go to next step.
Initial hearing on grievance: complainant, witnesses, Service Provider or representative meet to resolve grievance.	Within 7 days after receipt of written complaint. If not resolved, go to next step.
Final hearing on grievance. All parties meet to resolve grievance.	Within 20 days of filing of grievance. If not resolved, go to next step.
All documents, procedures, and reports forwarded to JESD for appropriate actions.	Service Provider will be notified of the actions taken by the Department and resolution of the complaint; decision shall be made within 45 days of filing of grievance.

- B. The Service Provider shall provide each participant with a copy of its internal Participant Complaint and Grievance Procedures upon enrollment into the program. The Service Provider shall maintain, on file, a copy signed by the participant, with the second signed copy given to the participant.
- C. The Service Provider shall not discriminate or retaliate against any person, or deny to any person a benefit because such person has filed any complaint, instituted or caused to be instituted any proceeding, has testified, or is about to testify in any investigation, or has provided information or assisted in any investigation.

## IX. FISCAL PROVISIONS

### A. Cost Allocation Plan and Methodology

The Service Provider shall submit to JESD an approved Cost Allocation Plan for cost reimbursement contracts. Such a plan is defined as a method to ensure each funding source is fairly charged, the process of distributing costs that benefit more than one final cost objective, and that costs are equitably distributed to all benefiting activities. The Service Provider acknowledges the requirements and agrees to furnish such document prior to contract execution.

### B. Service Provider's Accounting Systems

1. Service Provider warrants that it has adopted and will make available internal management systems policy and/or procedure manuals.
2. Service Provider's Financial and Accounting System will reflect standard accounting practices and shall include records of expenditures, claims for reimbursements, cash payment, check deposits, and evidence of reconciliation with JESD records. Financial and accounting records shall be maintained in a ready condition for fiscal review, monitoring and audits, etc.
3. The Service Provider shall establish an internal control structure and fund accounting procedures as required by State, Federal, or local regulations, as deemed necessary, to assure proper disbursements of, and accounting for, funds paid to the Service Provider under WIA.

### C. Compensation

1. Funding of this Contract is subject to continuing availability of WIA funds provided to the County during the contract period. The County will inform the Service Provider of any limitation of the availability of funds. The County also reserves the right to renegotiate any awarded contract amount(s).
2. The Compensation to be paid to the Service Provider, as provided herein, shall be payment in full for all the Service Provider's services and expenses incurred in the performance hereof, including travel and per diem, as appropriate.

3. Funding of this contract is based upon contractor's ability to seek and secure, from other sources, at least thirty-five percent (35%) of the total contract awarded (WIA funds). In-kind contributions may make up twenty percent (20%) of that amount and be documented on the "Leveraged Resource" form. The remaining fifteen percent (15%) must be in actual funds. These funds must be allocated to offset WIA program costs and documented in the program year budget. The Service Provider will report on the monthly reimbursement claims when the leveraged funds are received and used.
4. The Service Provider shall be paid on a Cost-Reimbursement basis for allowable, reasonable and budgeted expenses under the terms and conditions of this Contract. The Service Provider shall invoice the County on a monthly basis for expenditures actually incurred during the previous month(s). **Administrative Costs are limited to ten percent (10%) of the total invoiced expenditures.**
5. The claim for reimbursement is to be submitted on an approved format and should be submitted no later than ten (10) calendar days following the month of service. The Service Provider shall submit a claim for reimbursement to:

County of San Bernardino  
Jobs & Employment Services Department  
Attn: Fiscal – WIA  
215 North D St, Suite 201  
San Bernardino, CA 9241-0041

6. Payment shall be issued no later than forty-five (45) calendar days, after receipt by JESD Fiscal, of the Service Provider's claim for reimbursement, if feasible, and provided Service Provider's claim is correct.

**D. Advance Payments**

1. The County may, on an exceptional need basis, approve an advance payment, up to a maximum of 15% of the Contract budget, based upon the anticipated expenditures and cash flow needs of the Service Provider. All advances will be repaid to the County within the first three-months of the contract period. Advance payments are considered earned payments, unless an overpayment, monitoring finding, or audit makes repayment necessary.
2. Funds advanced shall be expended only in direct support of this Contract.
3. Release of advance funds and repayment are executed according to procedural rules adopted by JESD.

**E. Stop Payments**

1. Payments under this Contract may be suspended or terminated if grant funds to the County are suspended or terminated, or if the Service Provider refuses to accept additional conditions imposed on it by the Department of Labor, the State, or the County. In the event of such suspension or termination, the Service Provider will be paid, up to the date of suspension or termination, for any amount that is properly incurred by the Service Provider as a result of performance of this Contract.
2. JESD has the authority to withhold payments under this Contract, pending a final determination by the County, of questioned costs and/or expenditures or indebtedness to the County arising from past or present contracts between the County and the Service Provider.

**F. Purchase of Fixed Assets, Equipment and Property**

1. Purchase, lease, or lease to purchase of fixed assets, equipment or property using funds provided by WIA requires advance approval by JESD. Request to purchase, lease, or lease to purchase of equipment must follow the procedural rules adopted by JESD.

2. Any property, equipment, assets furnished to a Service Provider by the County and/or purchased by a Service Provider with funds from WIA must be used in connection with, and/or support of, WIA training programs.
3. Any property, equipment, assets furnished to the Service Provider by the County and/or purchased by a Service Provider with funds from WIA shall remain the property of the State of California / County of San Bernardino. Upon completion of the program, the Service Provider shall return such equipment or assets to the County.

**G. Program Income**

1. Program income is defined as income received by the Service Provider directly generated by a grant or subgrant support activities, or earned only as a result of the grant or subgrant.
2. Such income includes income from fees for services performed, conferences, use or rental of real or personal property acquired with grant/subgrant funds, sale of property or sale of commodities, or items fabricated under a grant/subgrant, from revenues earned by governmental/public or private non profit agencies in excess of the actual costs incurred in providing the services and from interest earned on advance of grant/subgrant funds, etc.
3. The Service Provider may retain any program income earned only if such income is added to the funds committed to the WIA grant and used for WIA purposes, and under the terms and conditions applicable to the use of the grant. The Service Provider, receiving funds under WIA, shall maintain records sufficient to determine the amount of income received, and the purpose for which such income is utilized.

**H. Auditing Requirements**

1. When required by the Act and its Regulations, Service Provider will hire a licensed Certified Public Accountant (CPA), who shall prepare and file with the County, a certified audit of related expenditures. Audits shall be performed annually in accordance with Generally Accepted Accounting Principles (GAAP) and/or Generally Accepted Government Accounting Standards (GAGAS). In addition to the requirements of GAAP/GAGAS, the auditor will determine whether the Service Provider has complied with laws, regulations, and the provisions of the Contract.
2. Program operators who fall under the requirements of OMB Circular A-133, "Audits of States, Local Governments, and other Non Profit Organizations", and have expenditures of \$300,000 or more in Federal funds in any one fiscal year, must procure an independent, organizational-wide audit. Compliance with the Single Audit Act of 1984, P.L. 98-502 and the Single Audit Act Amendments of 1006, P.L. 104-156 shall be executed according to JESD's policy.
3. Service Providers, who are exempt from WIA audit requirements, must make records available for review or audit by appropriate officials of JESD, State, or Federal agencies.
4. The Service Provider will be responsible for providing the County with information that will assist the County in determining if the Service Provider has met its audit requirements. This responsibility may include, but is not limited to, providing the County with a copy of the Service Provider's Annual Audit Report.
5. The County is not responsible for arranging or paying for audits outside the Contract. The responsibility for audits will be that of the Service Provider.
6. The County will be notified by the auditors/monitors performing audits of any incidents of fraud, misuse of funds, abuse, or other criminal activity in relation to this Contract, the Act or its Regulations.
7. The Service Provider acknowledges that the County of San Bernardino may not contract with any organization, which is not in compliance with these requirements, and/or payment to the Service Provider may be withheld if the Service Provider fails to comply with the request.

**I. Year-End / End of Contract Report**

Within ninety (90) days following the termination of this Contract, the Service Provider shall submit the Year-End/End of Contract Financial Closeout and all final claims for funds under this Contract. It must accurately reflect all actual costs during the term of this Contract. In the event the Service Provider does not submit the closeout within the prescribed time limits, the County reserves the right to unilaterally prepare and finalize the financial report, using the latest paid invoices and JESD payment records. All excess payments paid to the Service Provider, but not expended, shall be returned to the County as a result of the Year-End/End of Contract Financial Closeout Report.

**J. Additional Stipulations**

1. The Service Provider shall assure that funds provided by this Contract must be used exclusively for activities authorized under this Title I Program. Comingling and/or diverting of funds to support the activities of other programs are NOT authorized. Documentation supporting expenditures should be made available at all times for audit and monitoring purposes.
2. For cash management, the Service Provider shall not be required to maintain a separate bank account for this training program, but shall separately maintain an account for Federal funds (including WIA) on deposit in a bank insured by Federal Deposit Insurance Corporation (FDIC).
3. The Service Provider shall not incur expenditures prior to the commencement date and after the termination date of this Contract. In addition, at the expiration of this Contract or upon termination prior to the expiration, funds not obligated or expended shall revert to the County.
4. The Service Provider shall be responsible for any funds expended on participants, who were found ineligible for WIA services, or found in violation of rules, regulations, grant, or Contract.

**X. PELL GRANTS AND OTHER EDUCATIONAL ASSISTANCE FUNDS**

- A. WIA funds should be used to supplement, not supplant, training resources available through Educational Assistance Programs (Title IV). Both WIA funds and Educational Assistance funds may be used to pay costs for the same participant, as long as the Service Provider can demonstrate that WIA funds did not duplicate payments from other sources. This paragraph applies to all Federal and State educational assistance grants that may include, but are not limited to, Pell Grant, SEOG, Cal Grant A, B, C, etc. The Service Provider further agrees to reduce the training costs by the amount of financial aid or grant received by the Service Provider on behalf of the participant.
- B. When grant monies have been awarded to a participant, prior to disbursement, the Service Provider agrees to contact JESD and advise of the award amount. An agreement shall be reached among the participant, the educational institution, and JESD, which indicate how the award monies shall be used.
- C. Title IV funds should be used first for tuition/training costs. If there are remaining monies, then the remaining monies can be used for Supportive Services, books, materials, fees, etc.
- D. The Individual Service Strategy (ISS) shall reflect JESD's arrangement with the educational institution, the participants' training-related financial assistance needs, and the mix of WIA and financial aid assistance, if applicable.
- E. For more details on the use of Educational Assistance (Title IV) funds, which are not described in this paragraph, the Service Provider should consult JESD or refer to Field Memo 98-26, dated March 13, 1998, for guidance.

**XI. INDEMNIFICATION AND INSURANCE**

**A. Indemnification**

The Contractor agrees to indemnify, defend, and hold harmless the County, the LWIB, the SWIB and its authorized officers, employees, agents, and volunteers from any and all claims,

actions, losses, damages, and/or liability arising out of this Contract from any cause whatsoever, including the acts, errors or omissions of any person, and for any costs or expenses incurred by the County on account of any claim therefore, except where such indemnification is prohibited by law.

**B. Insurance**

1. Without, in any way affecting the indemnity herein provided, and in addition thereto, the Service Provider shall secure and maintain throughout the Contract the following types of insurance with limits as shown:
2. Workers' Compensation – A program of Workers' Compensation insurance or a state-approved Self-Insurance Program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits, covering all persons providing services on behalf of the Service Provider and all risks to such persons under this Contract.
  - a. If contractor has no employees, it may certify or warrant to County that it does not currently have any employees or individuals who are defined as “employees” under the Labor Code and the requirement for Worker's Compensation coverage will be waived by the County's Risk Manager.
  - b. With respect to Contractors that are non-profit corporations organized under California or Federal Law volunteers for such entities are required to be covered by Worker's Compensation insurance. If the County's Risk Manager determines that there is no reasonably priced coverage for volunteers, evidence of participation in a volunteer insurance program may be substituted
3. Comprehensive General and Automobile Liability Insurance
  - a. All Contractors are required to maintain this coverage to include contractual coverage and automobile liability coverage for owned, hired, and non-owned vehicles. The policy shall have combined single limits for bodily injury and property damage of not less than one million dollars (\$1,000,000).
  - b. Contractors providing transportation services to JESD participants and/or members of their households must provide proof of additional Comprehensive General Property/Casualty and Automobile Liability Insurance to include contractual coverage and automobile liability coverage for owned, hired, and non-owned vehicles. The policy shall have combined single limits for bodily injury and property damage of not less than two million dollars (\$2,000,000).
4. Additional Named Insured – All policies, **except** for the Workers' Compensation, Errors and Omissions and Professional Liability policies, shall contain additional endorsements naming the County and its officers, employees, agents, and volunteers as additional named insured with respect to liabilities arising out of the performance of services hereunder.
5. Waiver of Subrogation Rights – **Except** for Errors and Omissions Liability and Professional Liability, Contractors shall require the carriers of the above-required coverage to waive all rights of subrogation against the County, its officers, employees, agents, volunteers, Contractors, and sub-recipient Providers. The Waiver of Subrogation Rights on the certificate and the actual policy endorsement form(s) must be worded exactly as follows: Subrogation rights are waived against the County of San Bernardino, its officers, employees, agents, volunteers, Contractors, and Sub-Contractors.
6. Policies Primary and Non-Contributory – All policies required above are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the County.



7. Proof of Coverage – Service Provider shall immediately furnish certificates of insurance to JESD evidencing the insurance coverage, including endorsements above required prior to contract execution. Certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the County, and Service Provider shall maintain such insurance from the time Service Provider commences performance of services hereunder until the completion of such services.

**C. Insurance Review**

1. The above insurance requirements are subject to periodic review by the County. The County's Risk Manager is authorized, but not required, to reduce or waive any of the above insurance requirements whenever the Risk Manager determines that any of the above insurance is not available, is unreasonably priced, or is not needed to protect the interests of the County. In addition, if the Risk Manager determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Risk Manager is authorized, but not required, to change the above insurance requirements, to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County, inflation, or any other item reasonably related to the County's risk.
2. Any such reduction or waiver for the entire term of the Contract and any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Contract. Service Provider agrees to execute any such amendment within thirty (30) days of receipt.

**XII. EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS**

**A. Requirements**

Service Provider agrees to comply with the provisions of the Equal Employment Opportunity Program of the County of San Bernardino and rules and regulations adopted pursuant thereto; Executive Order 11246, as amended by Executive Orders 11375, 11625, 12138, 12432, and 12250; Title VII of the Civil Rights Act of 1964 (and Division 21 of the Department of Social Services Manual of Policies and Procedures and California Welfare and Institutions Code, Section 10000); the California Fair Employment and Housing Act, and other applicable Federal, State, and County laws, regulations and policies relating to equal employment or social services to welfare recipients, including laws and regulations hereafter enacted.

**B. Compliance**

Service Provider shall not unlawfully discriminate against any employee, applicant for employment, or service recipient on the basis of race, national origin or ancestry, religion, sex, marital status, age, political affiliation, or disability. Information on the above rules and regulations may be obtained from the JESD Contracts Unit.

**C. Civil Rights Compliance**

The contractor shall develop and maintain internal policies and procedures to assure compliance with each factor outlined by state regulation. These policies must be developed into a Civil Rights Plan, which is to be on file with the JESD Contracts Unit within 30 days of awarding of the contract. The Plan must address prohibition of discriminatory practices, accessibility, language services, staff development and training, dissemination of information, complaints of discrimination, compliance review, and duties of the Civil Rights Liaison. JESD will supply a sample of the Plan format. The contractor will be monitored by JESD for compliance with provisions of its Civil Rights Plan.

**XIII. HOLD HARMLESS POLICY**

In an effort to provide for an orderly transition from JTPA to WIA, the Secretary of Labor has determined that the Governor has the authority to apply the JTPA hold-harmless provision to the sub-state allocations for the adult and youth programs during the first two years the State operates Title I of WIA.

#### **XIV. GENERAL PROVISIONS**

- A. No verbal commitment or conversation with any officer, agent, or employee of either party shall affect or modify any of the terms and conditions of this contract.
- B. The Service Provider shall obtain permission, in writing, from the County prior to publication of any advertisement of its program that reflects its relationship to/with JESD, the US Department of Labor, State of California or the County.
- C. The Service Provider agrees that it will not perform any religious proselytizing activities in connection with performance of this contract. Service Provider will ensure no staff will conduct activity intended to influence legislation, administrative rule making or the election of candidates for public office during the time compensated under this contract or under representation such activity is being performed under this contract.
- D. No person or organization may charge an individual a fee for the placement or referral of such individual in a training program under the Act.
- E. The Service Provider shall establish and implement appropriate internal program controls and management procedures to prevent fraud, abuse and criminal activity. The Service Provider shall also establish a reporting process to insure that the County is notified immediately of any allegation of program-related fraud, abuse or criminal activity.

#### **XV. RIGHT TO MONITOR AND AUDIT**

- A. The U.S. Department of Labor, the State of California including the Auditor General, or any subdivision or appointee thereof, and the County or any subdivision or appointee thereof, reserve the right to review and audit the Service Provider's program at any time, as deemed necessary, before, during, and/or after the period of this contract. They shall have absolute right to review and audit all records, books, papers, documents, corporate minutes, and other pertinent items as requested, and shall have absolute right to monitor the performance of Service Provider in the delivery of services provided under this contract.
- B. The County reserves the right to monitor and visit, announced or unannounced, the Service Provider's program, including visits to all locations, offices, and training sites at any time during normal business hours. The monitoring shall be conducted in accordance with the Department policy of 1/8/96, and the JESD Monitoring Guide. The monitoring activities become part of the contract requirements.
- C. Service Provider shall cooperate with the County in the implementation, monitoring, and evaluation of this contract and comply with any and all reporting requirements established by the County, State, and Federal Government.

#### **XVI. ADDITIONAL REQUIREMENTS**

##### **A. Service Provider's Management Systems**

The Service Provider will develop and make available to the County the following policy manuals or procedures, which include, but are not limited to: Outreach, Recruitment, Eligibility Verification and Determination, Orientation, Assessment and Individual Service Strategy Plan, ten elements and supportive service(s) implementation Counseling Services, Documentation of Skills Acquisition, Deficiencies/Proficiencies in Training, Pre- and Post-Testing Policy, Completion of Training, License/Certificate/Credentials, Job Placement, Verification of Job Placement, Other Terminations, Post-Program Follow-up and WIA automation forms.

**B. Availability of Records**

1. All records pertaining to service delivery and all fiscal, statistical, and management books and records shall be available for examination and audit by County, Federal, and State representatives. Program data shall be retained locally and made available upon request or turned over to the County. If said records are not made available at the scheduled monitoring visit Service Provider may, at County's option, be required to reimburse County for expenses incurred due to required rescheduling of monitoring visit(s). Such reimbursement will not exceed \$50 per hour (including travel time) and be deducted from the following month's claim for reimbursement.
2. Records of the Service Provider that do not pertain to the program shall not be subject to audit unless provided for in another agreement.
3. Service Provider shall provide all reasonable facilities and assistance for the safety and convenience of County's representative in the performance of their duties. All inspections and evaluations shall be performed in such a manner as to not unduly delay the work of the Service Provider.

**C. Maintenance of Records**

1. Records, in their original form, shall be maintained on file to comply with requirements prescribed by WIA and/or the County with respect to all matters covered by this Contract. Such records shall be retained for a period of three (3) years after termination of this Contract, and/or until all other pending matters are completed. "Pending Matters" include, but are not limited, to: audit, litigation, investigation, or other actions involving records. If this is the case, the Service Provider will retain the records until the resolution of such audit or litigation is completed.
2. Participant records to be maintained by the Service Provider shall include, but are not limited to, the following documents: Orientation/Case Notes and Training Evaluations; Complaint and Grievance Procedures; School Policies, Training Information and Schedules; eligibility documentation; objective assessment results, Individual Services Strategy (ISS); WIA-required forms; Work Experience or OJT Agreement (if applicable); supportive service(s) pre- and post-test results, Certificate(s) of Completion; State-certified License; Certificate, Credential, Diploma; Employer's Verification of Employment, Documents related to program performance and follow-up services provided; Certification of Employment with Employer-assisted benefits, timecards, payroll register, other papers, etc.

**D. Conditions of Employment or Training**

1. Conditions of employment or training shall be appropriate and reasonable in light of such factors as the type of work, geographical region, and proficiency of the participant.
2. The Service Provider shall comply with the Labor Code of California, the Child Labor Laws in California, the Child Labor Standards Act, Assembly Bill 1900: Employment of Minors, and all other regulations with respect to employment, wages, hours of labor, and industrial safety (if applicable).
3. Health, safety, and fire clearance standards established under State, Federal, and local law, otherwise applicable to working conditions of employees, shall be equally applicable to working conditions of participants. With respect to any participant in a program conducted under this Contract who is engaged in activities which are not covered by health and safety standards under Occupational Safety and Health Act of 1970, the Service Provider shall prescribe, by regulation, such standards as may be necessary to protect the health and safety of such participants.

4. No program under the Act shall impair (1) existing contracts for services; or (2) existing collective bargaining contracts, unless the employer and the labor organization concur, in writing, with respect to any elements of the proposed activities that affect such Contract.
5. No participant shall be employed or job opening filled (1) when any other individual is on layoff from the same or any substantially-equivalent job, or (2) when the employer has terminated the employment of any regular employee or otherwise reduced its workforce with the intention of filling the vacancy created by hiring a participant whose wages are subsidized under the Act.
6. The Contract will not result in the displacement of currently employed workers including partial displacement, such as reduction in the hours of non-overtime work, wages, or employment benefits. The Service Provider will assure that no jobs shall be created in a promotional line that will infringe in any way upon the promotional opportunities of currently employed individuals.

**E. Prohibition of Activities**

1. The Service Provider will assure that no funds under this Contract shall be used to assist, promote, or deter union organizing activities.
2. No funds provided under this Act shall be used or proposed for use to encourage or induce the relocation of an establishment, or part thereof that results in a loss of employment for any employee of such establishment at the original location.
3. None of the funds, materials, property, or services provided directly or indirectly under this Contract shall be used for, or to promote, any partisan or non-partisan political activity, or to support or defeat any pending legislation or administrative legislation.
4. The Service Provider is prohibited from using funds under this Contract for the purpose of instituting legal proceedings or legal disputes against the County or its official representatives.

**F. Patents, Inventions and Copyrights**

If any project produces patentable items, patent rights, and/or discovery, or inventions in the course of work under a Federal grant or agreement, the Service Provider shall report the fact promptly and fully to the County.

The County, or the State, or the DOL's representative shall determine how the rights on the invention or discovery, including licensing, reproduction, publishing, utilization, and royalty will be administered in order to protect the public interest consistent with the government policy.

The County shall have a royalty-free, non-exclusive, and irrevocable license to publish, disclose, copy, translate, and otherwise use, copyright or patent, now and hereafter, all reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, and any other materials or properties developed under this contract including those covered by copyright. The County reserves the right to authorize others to use or reproduce such material.

**G. Disallowed Costs**

If any disbursements made under this contract are determined to be a disallowed cost through monitoring, audit, investigation, or review of fiscal records, the Service Provider shall be notified and given the opportunity to justify the questioned costs prior to the County's final determination of disallowed costs. If costs are found to be disallowed, reimbursement to the County of said amounts must be made within forty-five (45) days after official notification from the County. If said reimbursement is not made within the stated time, the County may withhold said amount from non-Federal funds that may be due or become due to the Service Provider.

The resolution shall be executed in accordance with the Department's Procedures on Audit Resolution (Rev. 2) of September 16, 1991.

**H. Independent Capacity**

In the performance of the Contract, Service Provider, its agents and employees, shall act in an independent capacity and not as officers, employees, or agents of the County.

**I. Service Provider Primary Contact**

The Service Provider will designate an individual to serve as the primary point of contact for this Contract. Service Provider shall notify JESD when there is a change in the primary point of contact. Service Provider or designee must respond to County inquiries within two (2) County business days.

**J. Change of Address**

Service Provider shall notify the County, in writing, within ten (10) business days of any change in mailing address.

**K. Contract Assignability**

Without the prior written consent of the County, the Service Provider is prohibited from assigning or transferring the proprietorship of this contract to any other party either in whole or part.

**L. Contract Amendments, Extensions and Waivers**

Service Provider agrees that any alterations, variations, modifications, or waivers of provisions of the Contract shall be valid only when they have been reduced to writing, duly signed and attached to the original of the Contract, and approved by the required persons and organizations.

JESD retains the option to amend the Contract, as necessary, in accordance with requirements contained in any future Federal or State legislation, regulations, or policy.

Subject to availability of continuing funding and to the Service Provider's meeting all performance and administrative requirements, the contract may be extended for an additional year.

No waiver of any provision of this Contract shall be deemed, for any purpose, to be a waiver of any other provisions, or to be a continuing or subsequent waiver of the same provision.

**M. Lawsuits**

Service Provider understands and agrees that any and all legal fees or costs associated with lawsuits against the County concerning this Contract shall be the Service Provider's sole expense and shall not be charged as a cost under this Contract. In the event of any contract dispute hereunder, each party to this contract shall bear its own attorney's fees and costs regardless of who prevails in the outcome of the dispute.

**N. Conflict of Interest**

1. Service Provider shall make all reasonable efforts to ensure that no conflict of interest exists between its officers, employees, or sub-contractors and the County. Officers, employees, and agents of cities, counties, districts, and other local agencies are subject to applicable conflict of interest codes and State law. In the event that County determines that a conflict of interest situation exists, any increase in costs associated with the conflict of interest situation may be disallowed by County and such conflict may constitute grounds for termination of the Contract. Service Provider shall make a reasonable effort to prevent employees, consultants, or members of governing bodies from using their positions for purposes that are,

or give the appearance of being, motivated by a desire for private gain for themselves or others such as those with whom they have family, business, or other ties.

2. The Service Provider assures that none of its directors, officers, employees, or agents shall participate in selecting, or administering any subcontract supported (in whole or in part) by Federal funds where such person is a director, officer, employee, or agent of the sub-contractors; or where such person knows or should have known that:
  - a. A member of such person's immediate family, partner, or organization has a financial interest in the subcontract; and
  - b. The subcontractor is someone with whom such person has negotiated or is negotiating any prospective employment.
3. This provision shall not be construed to prohibit employment of persons with whom Service Provider's officers, employees, or agents have family, business, or other ties, so long as the employment of such persons does not result in increased costs over those associated with the employment of any other equally qualified applicant.
4. Officers or employees of the Service Provider will not solicit or accept money or any other consideration from a third person for the performance of an act reimbursed in whole, or in part, by the Service Provider or the County.
5. The Service Provider shall not subcontract with a former director, officer, or employee within a two (2) year period following the termination of the relationship between said person and the Service Provider.
6. Conducting Business Involving Close Personal Friends and Associates - Executives and employees will be particularly aware of the varying degrees of influence that can be exerted by personal friends and associates and, in administering the Contract, will exercise due diligence to avoid situations which give rise to an assertion that favorable treatment is being granted to friends and associates.
7. Employment or Representation by Former County Administrative Officers:
  - a. The contractor agrees to provide (or has already provided) information on former County of San Bernardino administrative officials (as defined below) who are employed by or represent Vendor. The information provided includes a list of former county administrative officials who terminated county employment within the last five (5) years and who are now officers, principals, partners, associates or members of the business. The information also includes the employment with or representation of the contractor. For purposes of this provision, "county administrative official" is defined as a member of the Board of Supervisors or such officer's staff, County Administrative Officer or member of such officer's staff, county department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit.
  - b. Inaccuracies or Misrepresentations. If, during the course of the administration of this agreement, the County determines that the contractor has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the County, this contract may be immediately terminated. If this contract is terminated according to this provision, the County is entitled to pursue any available legal remedies.
  - c. This Contract contains the entire agreement of the parties and supersedes all negotiations, verbal or otherwise, and any other Contract between the parties hereto. This Contract is not intended to and will not be construed to create the relationship of agent, employee, partnership, joint venture, or association between the County, LWIB, and the Service Provider.

**O. Nepotism**

No individual, related by blood, adoption, or marriage to any Service Provider executive, person in an administrative capacity, employee, or volunteer, shall be allowed to enroll for services or training provided by the Service Provider.

**P. Confidentiality**

1. Service Provider shall require its officers, agents, employees, volunteers and any subcontractor to comply with the provisions of WIA Section 136 (f)(3) and Section 444 of the General Education Provisions Act (20 U.S.C. 1232g) to assure that education records (or personally identifiable information contained therein) will be confidential and will not be open to examination for any person not directly connected with the administration, performance, compliance, monitoring or auditing of the services provided pursuant to this contract.
2. No person will publish or disclose, or use or permit, or cause to be published or disclosed or used, any confidential information pertaining to any applicant or recipient of services under this Contract.
3. Service Provider agrees to inform all subcontractors, consultants, employees, agents, and partners of the above provisions and that any person knowingly and/or intentionally violating the provisions of this article is guilty of a misdemeanor.

**Q. Compliance with Laws and Regulations**

1. The Service Provider warrants and certifies that, in the performance of this Contract, it shall comply with all applicable laws, rules, and regulations of the United States, the State of California, and the County of San Bernardino. The Service Provider further warrants and certifies that it shall comply with any new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this Contract.
2. Examples of applicable laws, rules, or regulations include, but are not limited to, the following:
  - a. The WIA Public Law 105-220 1998, all regulations and any new legislation, regulation, or policy, which may replace or amend WIA.
  - b. Any provisions made by the County that were imposed upon the County by the State of California with respect to grant application for funds under WIA.
  - c. County of San Bernardino JESD and WIA policies as set forth in the Request for Proposal for WIA Title I Youth Program PY 2001-2003.
  - d. County of San Bernardino administrative procedures and technical assistance released in the form of field memorandums and policy manuals (where applicable).
  - e. Copeland Act (Anti-Kickback) and Hobbs Act (Anti-Corruption).
  - f. Davis-Bacon Act of 1931 and Fair Labor Standards Act of 1938, as amended.
  - g. Hatch Act of 1939, as amended October 1993 and California Political Reform Act of 1974.
  - h. Equal Pay Act of 1963.
  - i. Age Discrimination Act of 1975, and Age Discrimination in Employment Act.
  - j. Military Selective Service Act, Section 3.
  - k. Rehabilitation Act of 1973, and American with Disabilities Act of 1990.
  - l. Title IX of the Education Amendment of 1972 (Non-Discrimination on the Basis of Sex).

- m. Immigration Reform and Control Act of 1986.
- n. Executive Order 12549 (Debarment, Suspension, and Exclusion).
- o. Child Labor Laws in California; Child Labor Standards Act; Family and Medical Leave Act of 1993; Assembly Bill 1900 of January 1995: Employment of Minors.
- p. Drug-Free Workplace Act of 1988.
- q. Anti Lobbying and Disclosure of Lobbying Activities.
- r. Pro-Children Act of 1994 – Service Provider will comply with Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994.

**R. Environmental Regulations**

- 1. EPA Regulations – If the amount awarded to Service Provider under the Contract exceeds \$100,000, Service Provider agrees to comply with Section 306 of the Clean Air Act (42 USC 1857 h), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738 and Environmental Protection Agency regulations (40 CFR, Part 15).
- 2. State Energy Conservation Clause – Service Provider shall observe the mandatory standards and policies relating to energy efficiency in the State Energy Conservation Plan (Title 24, California Code of Regulations).

**S. Recycling**

Service Provider shall use recycled products whenever practicable, in fulfilling the terms of the Contract. Recycled printed products shall include a symbol identifying the recycled material.

**T. Notification**

In the event of a problem or potential problem that will impact the quality or quantity of work or the level of performance under this Contract, notification will be made within one (1) business day, in writing and by telephone.

**U. Report on Fraud and Abuse**

The Service Provider shall establish and implement appropriate internal management procedures to prevent fraud, abuse, and criminal activity. Further, the Service Provider shall establish a reporting process to ensure that the County is notified immediately of any allegation of WIA-related fraud, abuse, or criminal activity, or any suspected or proven fraud, abuse, or criminal acts committed by staff or participants. If the allegation is of an emergency and/or fiscal nature, it shall be reported to the County by telephone, and immediately thereafter, a written report shall be submitted. Proof of such report will be maintained in the Service Provider's file. Report on fraud and abuse shall be executed in accordance with the Department's policy of July 1, 1990. In addition, theft or embezzlement from employment and training funds under WIA shall be subject to a fine or imprisonment, pursuant to §665 of Title 18, United States Code.

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## XVII. CONCLUSION

This Contract is the full and complete document describing services to be rendered by Service Provider to JESD including all covenants, conditions, and benefits.

The signatures of the parties affixed to this Contract affirm that they are duly authorized to commit and bind their respective institutions to the terms and conditions set forth in this document.

IN WITNESS WHEREOF, the Board of Supervisors of the County of San Bernardino has caused this Contract to be subscribed to by the Clerk thereof, and Service Provider has caused this Contract to be subscribed in its behalf by its duly authorized officers, on the day, month and year written.

COUNTY OF SAN BERNARDINO

► \_\_\_\_\_  
Dennis Hansberger, Chairman, Board of Supervisors

Dated: \_\_\_\_\_

SIGNED AND CERTIFIED THAT A COPY OF THIS  
DOCUMENT HAS BEEN DELIVERED TO THE  
CHAIRMAN OF THE BOARD

Clerk of the Board of Supervisors  
of the County of San Bernardino

By: \_\_\_\_\_  
Deputy

YWCA of the West End  
(Print or type name of contractor)

By: ► \_\_\_\_\_  
(Authorized signature)

Name: Sue Smith  
(Print or type name)

Title: Executive Director  
(Print or Type)

Dated: \_\_\_\_\_

Address: 218 West E St  
Ontario CA 91762

(Attach this transmittal to all contracts not prepared on the "Standard Contract" form.)

Approved as to Legal Form

► \_\_\_\_\_  
County Counsel

Date \_\_\_\_\_

Reviewed by Contract Compliance

► \_\_\_\_\_

Date \_\_\_\_\_

Presented to BOS for Signature

► \_\_\_\_\_  
Department Head

Date \_\_\_\_\_

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### Auditor/Controller-Recorder Use Only

<input type="checkbox"/> Contract Database	<input type="checkbox"/> FAS
Input Date	Keyed by